

New York Store

Established 1853.

Ladies' Glee and Suede

KID GLOVES

In both 4 and 8-button
Mousquetaire lengths—
colors only—usual price
\$1 and \$1.25—to-morrow
a pair

59c

Center aisle.

Pettis Dry Goods Co.

Geo. E. Conklin

J. Frank Wilson

Dentists

Inventors of "Chloroform"
and "Pain-Expeller"
for extracting teeth. Artificial teeth,
with or without plates. Free gold and composition
fillings. Crown and bridge work. Violent
given. Office—Union House, entrance, Ohio street.

The famous "DOVE"
Butter XXXX Cracker
like the others, but
insist on having the
genuine. Nothing finer
in fancy biscuits from Utah and Colorado
at your grocers.

Home Cracker Co.

Indianapolis.

A. E. BUCHANAN,
DENTIST,
22 and 33 When Block. Opp. Postoffice.

Ladies

Do you want to use the best flour
for your bread, also cakes and
pastry?

If so include in next order

Princess

WARMER AND CLOUDY TO-DAY.

With Occasional Rain, and Possibly

Local Thunderstorms Sunday.

Forecast for Indianapolis and vicinity for
the twenty-four hours ending 11 p. m.
March 28—Warmer; cloudy weather; occa-
sional rain on Saturday; occasional rain
on Sunday; possibly local thunderstorms.

General Conditions Yesterday—A storm
area moving southward in central over
North Dakota, with an exceedingly low
barometer of 29.12 inches, and low atmo-
spheric pressure prevailing west of the Missis-
sippi and high pressure east. The tempera-
ture rose everywhere except in the upper
part of the storm area, where it fell. In the
northwest, local rains fell in the upper
Mississippi valley, and rain and thunder-
storms in the lower Mississippi valley.

C. F. R. WAPPEHANS.

Local Forecast Official.

FORECAST FOR THIRTY DAYS.

WASHINGTON, March 27.—For Ohio—

Increasing cloudiness, probably with showers

in western portion; warmer; light, southerly

winds. For Indiana and Illinois—Showers; warm-
er; southerly winds.

Friday's Local Observations.

Bar. Ther. R.H. Wind. Weather. Pra.

Ta. m. 29.20 37 74 East. Clear. .00

Ta. m. 29.20 37 74 East. Clear. .00

Maximum temperature, 46; minimum tem-
perature, 26.Following is a comparative statement of
the temperature and precipitation March 27.

Normal 44 0.12

Actual 46 0.00

Departure from normal +2

Departure from normal -0.12

Departure from normal -0.12

Departure from normal -0.12

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Yesterday's Temperatures.

The following table of temperatures is fur-
nished by the United States Weather Bureau.

Atlanta, Ga. 74 64 62

Bismarck, N. D. 34 64 62

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St. Paul, Minn. 34 64 62

Springfield, Ill. 34 64 62

Syracuse, N. Y. 34 64 62

Washington, D. C. 34 64 62

Safely Docked.

The Battle Ship Indiana Ready for

Sweeping and Finishing Touches.

PORT ROYAL, S. C., March 27.—The In-
diana was safely docked at 7:20 o'clock this
morning. Just after the tide had begun to
ebb. There was an abundance of water in
the dock, the dock depth measuring nearly
twenty-six feet. Everything connected with
the docking worked well, and there was not
the slightest mishap. Chief Naval Construc-
tor J. T. Hanson, superintendent of the
docking, handling the monster vessel easily
and well. His arrangements were perfect.
The Indiana has been off Port Royal for
some days, awaiting an opportunity to be
landed. Her crew of 1,000 men, and the
South Carolina and Georgia, visited Port
Royal to witness the event on the day it
was scheduled to come off, but were disap-
pointed, the wind and tide not being favor-
able. The Indiana was towed to the dock
by the tugboat "Hawkeye," and the naval
officers, who were determined not to
take the slightest chance of a mishap, were
postponing the docking until all conditions
were propitious.

The town to be launched to-day.

WASHINGTON, March 27.—Nearly three
hundred persons from this city will go to
Philadelphia to-morrow via the Pennsylv-
ania railroad to witness the launching of
the battle ship Iowa, at the Cramp's ship-
yard. The party will include the Vice Pres-
ident and Mrs. Stevenson, Secretary Her-
bert, and Mrs. Herbert, and Miss Sec-
retary and Miss Morton, Attorney-general
and Mrs. Harmon, the naval committee
from both houses of Congress, the Iowa
and Alabama congressional delegations,
Major General Miles and staff, the chiefs of
the naval bureau and other army and naval
officers. Most of the excursionists will be
accompanied by the ladies of their families.

Voted to Admit Women.

WICHITA, Kan., March 27.—The South-
west Kansas State Conference to-day
adopted the Baltimore-Colorado propo-
sition favoring the admission of women
to the General Conference of the Presby-
terian church. The amendment, which was
carried by a vote of 100 to 10, was intro-
duced by Rev. J. H. Hamilton, of the
General Conference, and was supported by
several delegates from this city.

APPEAL TO SCIENCE

SENSATIONAL FEATURES EXPECTED
IN MARK DAVIS CASE TO-DAY.Photograph of a Receipt Alleged to
Have Been Tampered With—
Chemical Test.

The suit of the Union Trust Company, ad-
ministrator, against Mark C. Davis, to fore-
close a mortgage, will be called up at 9
o'clock this morning in the Circuit Court. It
is expected that the evidence will develop
some very serious and sensational features.

The Union Trust Company appears in the
case as the administrator of the estate of
John Lehman, who died July 21, 1894. Leh-
man was unmarried. For several years be-
fore his death he was employed as a porter
in the jewelry establishment of Bingham &
Walk. He was industrious and economical,
and had accumulated a few hundred dollars.
In 1890 Mark C. Davis, who was formerly
cashier of the Order of Iron Hail, was in
need of money, and, knowing that Lehman
had a small fund laid by, negotiated for a
loan of \$1,000. August 10, 1890, Davis ex-
ecuted his note to Lehman for the amount,
secured by a mortgage on Davis's property
in this city. The note was made payable in
one year, but was allowed to run at a good
rate of interest. July 21, 1894, Lehman died
at a sanitarium in this city. He was prac-
tically an invalid for several months before
his death, and part of this time he spent at
the home of Davis and wife. His trunk and
some other effects were kept at Davis's
house while he was ill. Before his death
Lehman had spoken of the Davis note held
out after his death his friends, in
looking after his estate, mentioned this fact
to the Union Trust Company, which had
qualified as the administrator. A representa-
tive of the trust company went to Davis and
asked about the mortgage and the note. He
replied that it was true that he had executed
a note to Lehman for \$1,000, but claimed
that the indebtedness had been paid off. The
Union Trust Company was apparently not
satisfied with the explanation, and about a
year ago brought suit to foreclose the mor-
gage, asking for a judgment of \$2,100. The
case came up three weeks ago, and the
plaintiff's attorney, Mr. J. H. Brown, ap-
peared in court with his attorneys, Cham-
bers, Pickens & Moore. Davis produced the
note and mortgage, and with these docu-
ments placed the receipt in the hands of an official
of the court with instructions to have it pho-
tographed. The attorney for the defendant
objected to this procedure. They contended
that as the Union Trust Company had used
Davis's witness, it had the right to intro-
duce the receipt into the case. The court
advised the receipt to be photographed. The
work was done last week by Marceau &
Bassett.

It is understood that the plaintiff's attor-
ney will come into court this morning.
The receipt was taken up by the plaintiff's
attorney, Mr. Sherwood, when asked about the case
last night, flatly declined to discuss it, but
it is said that he is to be photographed.
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Syracuse, N. Y. 34 64 62

Washington, D. C. 34 64 62

real estate, the absence of creditors,

and at her death descended to his heirs,

and was not controlled by the provisions of

1790. Morrison vs. Morrison. Koschko

C. C. Affirmed. Hackney, C. J.—In an

agreed case where a husband is shown to

be the owner of a bill of exceptions is

necessary to present any question arising

under such a bill. 2. When the

prosecuting attorney refers a matter to the

side of the record in improper language,

the court sustain an objection to the lan-
guage and condemn the same in instructing
the jury without prejudice to the defendant.

1818. Osgood vs. Smock. Marion S. C.

Petition for rehearing overruled.

1749. McGinnis vs. Boyd. Lake C. C.

Petition for rehearing overruled.

1727. Foster vs. Brayton. Marion S. C.

Leave granted in the counter-affidavit to
motion to dismiss.

Appellate Court.

1859. Crumrine vs. Crumrine. Washburn

C. C. Affirmed. Gavin, C. J.—A note given

by husband and wife to a son, payable after

their death, is not enforceable against the

estate of the mother when it is shown that

the debt is one of the husband. 2. A claim-
ant against an estate has the burden of
proving the execution of the note sued on. 3. The judge should
exercise to the correctness of affidavits in-
corporated in a bill of exceptions.

2128. Vaughnman vs. town of Waterloo.

Hickath, C. C. Affirmed. A municipal cor-
poration is not required to defend its
officers in the performance of their
duties. 2. A corporation is not liable in
case it is sued for false imprisonment.

1806. C. & S. E. Railway Company vs.

Stanton. Clinton C. C. Affirmed. Davis, C. J.

A bill of exceptions containing the evi-
dence can only be filed after the expiration
of the term in which the judgment is ren-
dered and the motion for a new trial over-
ruled upon the express authority granted
by the court in its order to the parties ap-
pearing to avail themselves of this right, and
such warrant must appear from the court's
record.

Superior Court.

Room 1—John L. McMaster, Judge.

Henry Beville vs. Indianapolis Light and

Power Company. Damages. On trial by jury.

Room 2—Lawson M. Harvey, Judge.

Pabst Brewing Company vs. Thomas

Neely. Notes. Judgment against defendant

for \$2,000. Judgment against defendant

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